

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

LATOYA WHITE,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 08 C 3522
	)	
CONNECTICUT GENERAL LIFE INSURANCE	)	Judge Hibbler
COMPANY, a Connecticut corporation,	)	Magistrate Judge Schenkier
	)	
Defendant/Third-Party Plaintiff,	)	
	)	
v.	)	
	)	
TRENNISS LEE, individually and in his capacity	)	
of Executor of the Estate of Laurie A. Lee,	)	
	)	
Third-Party Defendant.	)	

**THIRD-PARTY COMPLAINT**

NOW COMES, Connecticut General Life Insurance Company ("CGLIC"), by its attorneys Daniel K. Ryan and Clay M. Ullrick of Hinshaw & Culbertson LLP, and for its Third-Party Complaint states as follows:

1. Third-Party Plaintiff CGLIC is a Connecticut corporation. CGLIC's principal place of business is also located in Connecticut.
2. Third-Party Defendant Trenniss Lee is a resident of Aurora, Illinois. Trenniss Lee was the spouse of the deceased, Laurie A. Lee, at the time of her death.
3. Upon information and belief, Trenniss Lee is the executor of the Estate of Laurie A. Lee.
4. Upon information and belief, Trenniss Lee has not submitted Laurie A. Lee's estate to probate.

5. At the time of her death, the decedent, Laurie A. Lee, participated in a universal life insurance program sponsored by Kraft Foods. The subject group universal life insurance policy was insured by Third-Party Plaintiff CGLIC.

6. In or about November 2007, Trenniss Lee filed a claim for life insurance proceeds under the subject group universal life insurance policy.

7. On or about January 17, 2008, CGLIC made a determination regarding the application for benefits filed by Trenniss Lee. At that time, CGLIC determined that benefits were payable to the Estate of Laurie A. Lee pursuant to the designation of beneficiaries executed by Laurie A. Lee prior to her death.

8. On or about January 17, 2008, CGLIC issued payment for the life insurance proceeds in the amount of \$130,570.94 to the Estate of Laurie A. Lee.

9. On or about January 17, 2008, the checks representing payment for said life insurance proceeds were mailed to Trenniss A. Lee in his capacity as Executor of the Estate of Laurie A. Lee.

10. Subsequently, the Plaintiff Latoya White, filed the instant action challenging CGLIC's determination of benefits under the subject life insurance group universal life insurance policy.

11. Specifically, Plaintiff Latoya White contends that in the event the primary beneficiary was designated under the Policy as Laurie A. Lee and the contingent beneficiary was designated as Latoya White, then upon the death of Laurie A. Lee, the death benefits and other amounts payable under the Policy should be paid to the contingent beneficiary, Latoya White, rather than to the Estate of Laurie A. Lee, deceased. Complaint at ¶16.

12. CGLIC has filed an answer denying the material allegations of Plaintiff Latoya White's claim.

**Count I  
Declaratory Judgment**

13. Plaintiff repeats and re-alleges the allegations set forth in Paragraphs 1 through 12 of this Complaint as though set forth in full as Paragraph 13 of Count I.

14. Although CGLIC has denied the material allegations of Plaintiff's claim, in the event the Court enters judgment in favor of the Plaintiff and against CGLIC, then the Estate of Laurie A. Lee is the improper beneficiary of the life insurance benefit proceeds currently being held by Third-Party Defendant Trenniss Lee.

15. In the event the Court enters judgment in favor of the Plaintiff and against CGLIC with regard to Plaintiff's claims in the underlying action, CGLIC is entitled to a declaratory judgment in the amount of \$130,570.94 against Third-Party Defendant Trenniss Lee and a return of said proceeds being held by Third-Party Defendant Trenniss Lee on behalf of the Estate of Laurie A. Lee.

**Count II  
Unjust Enrichment**

16. Plaintiff repeats and re-alleges the allegations set forth in Paragraphs 1 through 15 of this Complaint as though set forth in full as Paragraph 16 of Count II.

17. In the event the Court enters judgment in favor of the Plaintiff and against CGLIC based upon Plaintiff's claims, Third-Party Defendant Trenniss Lee's retention of the \$130,570.94 in life insurance proceeds is improper and unjust.

18. In the event the Court enters judgment in favor of the Plaintiff and against CGLIC based upon Plaintiff's claims, Third-Party Defendant Trenniss Lee's retention of the \$130,570.94

in life insurance proceeds is detrimental to the rights and interests of the Third-Party Plaintiff CGLIC and violates the fundamental principles of justice, equity and good conscience.

WHEREFORE, Connecticut General Life Insurance Company, respectfully prays this Honorable Court enter an order granting judgment in its favor against the Third-Party Defendant Trenniss Lee in the amount of \$130,570.94 and for such further relief as the Court deems just and proper.

Respectfully submitted,  
CONNECTICUT GENERAL LIFE  
INSURANCE COMPANY

By: /s/ Clay M. Ullrick  
One of Its Attorneys

Daniel K. Ryan  
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**NOTICE OF FILING**

TO: Gerald K. Hodge, Esq.  
Kinnally, Flaherty, Krentz & Loran, P.C.  
2114 Deerpath Road  
Aurora, IL 60506

PLEASE TAKE NOTICE THAT on August 7, 2008, we caused to be filed with the United States District Court for the Northern District of Illinois, Eastern Division, the attached **Third-Party Complaint**, a copy of which is attached hereto and herewith served upon you.

Dated: August 7, 2008

CONNECTICUT GENERAL LIFE  
INSURANCE COMPANY, a Connecticut  
corporation

By: HINSHAW & CULBERTSON LLP

By: /s/ Clay M. Ullrick  
One of Its Attorneys

Daniel K. Ryan, Esq.  
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**PROOF OF SERVICE**

I, the undersigned attorney, certify that I filed this Notice of Filing and document referenced herein through the Court's ECM/CF system, which will cause electronic notification of this filing to be sent to the counsel of record listed above on this 7<sup>th</sup> day of August, 2008.

[x]Under penalties as provided by law pursuant to section 1-109 of the Illinois Code of Civil Procedure, I certify that the statements set forth herein are true and correct.

\_\_\_\_\_  
/s/ Clay M. Ullrick